

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

HEALOGICS, INC., a Delaware corporation,)
)
Plaintiff,)
)
)
	Civil Action No.
v.)
)
)
	JURY TRIAL DEMANDED
TRANSCEND INSIGHTS, INC., a Delaware)
corporation,)
)
Defendant.)
)
)

**COMPLAINT FOR WILLFUL TRADEMARK INFRINGEMENT,
FALSE DESIGNATION OF ORIGIN, AND BREACH OF CONTRACT**

Plaintiff Healogics, Inc. (“Healogics” or “Plaintiff”), hereby alleges the following Complaint against Defendant Transcend Insights, Inc. (“Transcend” or “Defendant”):

I. INTRODUCTION

1.1 Healogics brings this action against Defendant for its knowing, willful, and intentional violations of Healogics’ intellectual property and for failing to perform contractual obligations with respect to that intellectual property. As further detailed below, Defendant has improperly applied for, used, and continues to use in commerce, service marks that infringe on Healogics’ rights. Defendant’s commercial uses are without authorization, license or permission, and are in direct contravention of a written agreement between the parties. Defendant’s commercial uses of marks confusingly similar to Healogics’ registered marks also constitute violations of Sections 32 and 43(a) of the Lanham Act. As a result, Healogics seeks injunctive and monetary relief against Defendant for its deliberate infringement and breach of contract.

II. PARTIES

2.1 Plaintiff Healogics, Inc. is a corporation in good standing, organized under the laws of the State of Delaware. Healogics' principal place of business is at 5220 Belfort Road, Suite 200, Jacksonville, Florida 32256. Healogics is the nation's largest provider of advanced wound care services. It uses computer software, applications, and medical platform services to connect patients to its network of more than 800 Wound Care Center facilities. To date, more than 2,000,000 wounds have been treated in Healogics' network and under its name and brand. Healogics is the registered owner of U.S. Trademark Registrations protecting its brand and other source-identifying information.

2.2 Defendant Transcend Insights, Inc. is a Delaware corporation. On information and belief, its principal place of business is at 910 East Hamilton Avenue, Suite 500, Campbell, California 95008. On information and belief, Defendant provides patient health, biometric, and wellness data through computer software and applications under the name HealthLogix, and several derivations of that name.

III. JURISDICTION AND VENUE

3.1 This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a) because the claims alleged herein arise out of the Lanham Act.

3.2 This Court has jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 because those claims arise out of the same set of facts and circumstances as the Lanham Act claims.

3.3 This Court has personal jurisdiction over Defendant because it is incorporated in and resides in the State of Delaware.

3.4 Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(1) because Defendant resides in the State of Delaware.

IV. FACTS

A. Healogics' History of Medical and Wound Care Services.

4.1 Healogics is the nation's largest provider of advanced wound care services. It provides wound care services to approximately 300,000 patients each year in a network comprised of nearly 800 Wound Care Center facilities throughout the United States.

4.2 Healogics uses its I-HEAL computer software and Electronic Medical Records ("EMR") platform services to both connect patients with its network of Wound Care Center facilities and operate those facilities. The I-HEAL system and the EMR prominently feature the HEALOGICS mark.

4.3 Through years of service and millions of treatments, Healogics has come to maintain the largest database of wound data in the world which serves as a resource for wound care research as well as development of clinical practice guidelines.

4.4 This database is used by Healogics' Wound Care Center facilities' staff, physicians, and partners to develop comprehensive care plans for patients with chronic wounds and medical issues. The accumulated data and collaborative nature of Healogics' staff, physicians, and partners also help Healogics make informed determinations regarding clinical and financial operations, as well as patient care plans.

4.5 Healogics uses its data and collaborative network to produce valuable industry information, including: 1) providing differential clinical outcomes; 2) providing value and insight to hospital providers; 3) raising awareness of chronic wound issues and patients in need;

4) engaging with clinicians and wound care personnel; and 5) advancing and improving the field of wound care.

4.6 To protect its services and the associated goodwill developed and fostered over years of patient care and wound treatment, Healogics has registered numerous marks relating to its medical services, software, applications, research, training, operations, and management (collectively, the “Healogics Marks”).

4.7 Healogics owns several valid and enforceable federal trademark registrations for the Healogics Marks, including U.S. Trademark Registration Nos. 4,993,625, 4,476,289, 4,475,733, 4,993,626, 5,022,709, 4,478,652, 5,041,287, 5,054,828, 5,054,829, 5,054,830, 4,538,441, 4,538,442, 5,054,831 (hereinafter the “Healogics Registrations”). True and correct copies of the Healogics Registrations are attached hereto as **Exhibit A**. The Healogics Registrations are as follows:

Healogics Mark	Healogics Registration Number	Class: Goods/Services
HEALOGICS	4,993,625	Class 9: Computer software for use in managing clinical aspects of and operations of wound treatment, wound prevention, and disease management services; an integrated suite of technology solutions, namely, software in the field of wound treatment, wound prevention and disease management for the purposes of referral management, improving clinical productivity, educating and training physicians, nurses, medical technicians, and medical staff, and collecting, analyzing, and generating clinical, financial, and statistical data.

Healogics Mark	Healogics Registration Number	Class: Goods/Services
HEALOGICS	4,476,289	Class 9: Digital materials, namely, downloadable brochures, documents, newsletters, periodicals, business forms, printed forms, blank forms, flow sheets and clinical pathways for use in patient treatment, curricula, training materials, informational sheets, audio files, and video files in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, and operations of wound treatment, wound prevention, and disease management programs and facilities; downloadable webinars, webcasts, and podcasts in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, or operations of wound treatment, wound prevention, and disease management programs and facilities.
HEALOGICS	4,475,733	Class 16: Printed matter, namely, newspapers, photographs, magazines, books, printed periodicals, newsletters, brochures, business forms, printed forms, blank forms, flow sheets and clinical pathways for use in patient treatment, curricula, training materials, and informational sheets all in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, or operations of wound treatment, wound prevention, and disease management programs and facilities.
HEALOGICS	4,993,626	Class 35: Business management and consultation in the field of wound treatment, wound prevention and disease management programs; management and consulting services in the field of healthcare, namely, providing startup and ongoing operations management of wound treatment, wound prevention and disease management programs for hospitals, clinics, long-term care facilities, mobile health, and other medical facilities and practices; business management and consulting services for the health care industry, namely, providing business solutions in the nature of referral management, suggestions for increasing clinical productivity, and collecting, analyzing, and generating clinical, financial, and statistical data; business services, namely, formulation of best practices for starting up and operating wound treatment, wound prevention and disease management programs and facilities; recruiting and hiring physicians who specialize in wound treatment, wound prevention and disease management; business management and consulting services, namely, providing human resources management for physicians who specialize in wound treatment, wound prevention and disease management; providing contract physicians to health care facilities.
HEALOGICS	5,022,709	Class 41: Medical training and teaching; educational services, namely, providing training of physicians, nurses, medical technicians, and medical staff in the fields of wound treatment, wound prevention, and disease management; continuing education services, namely,

Healogics Mark	Healogics Registration Number	Class: Goods/Services
		<p>providing live and on-line continuing professional education seminars in the fields of medicine, wound treatment, wound prevention, and disease management; business training; providing classes, seminars, workshops, panel discussions and training for patients and others in the fields of wound prevention, wound treatment, disease management, and resources available to individuals suffering from wounds or diseases; education services, namely, providing non-downloadable webinars in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, and operations of wound treatment, wound prevention, and disease management programs and facilities; on-line journals, namely, blogs featuring information, news and commentary in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, and operations of wound treatment, wound prevention, and disease management programs and facilities; providing online non-downloadable digital materials, namely, brochures, documents, newsletters, periodicals, business forms, blank forms, flow sheets and clinical pathways for use in patient treatment, curricula, training materials, informational sheets, in the field of medicine, multidisciplinary wound healing, wound treatment, wound prevention, or disease management.</p>
HEALOGICS	4,478,652	<p>Class 42: Medical research; medical and scientific research in the fields of wound treatment, wound prevention, and disease management; basic and clinical research in the fields of wound treatment, wound prevention, and disease management; providing temporary use of non-downloadable computer software for use in managing clinical aspects of and operations of medical, wound treatment, wound prevention or disease management services; providing temporary use of a non-downloadable integrated suite of technology solutions, namely, software in the field of medicine, wound treatment, wound prevention, and disease management for the purposes of referral management, improving clinical productivity, educating and training physicians, nurses, medical technicians, and medical staff, and collecting, analyzing, and generating clinical, financial, and statistical data.</p>
HEALOGICS	5,041,287	<p>Class 44: Medical services, namely, an inpatient and outpatient medical treatment program for patients with wounds, including providing wound assessment, providing wound treatment, providing application of topical therapy, and providing instruction to patients regarding wound care, food, hygiene, nutrition and exercises to promote healing and prevent additional wounds; Medical services; Hyperbaric medical care services; Providing skilled nursing care; Providing clinical services in long-term care facilities, skilled nursing facilities, and nursing homes; Consulting services for long-term care facilities in the field of protocols and standard of practice concerning patient care to improve quality of life and quality of care in long-term care settings; Providing medical information, consultancy and advisory services; Consulting services in the field of medical care and</p>

Healogics Mark	Healogics Registration Number	Class: Goods/Services
		preventive medicine; Providing a website featuring information for patients in the field of wound treatment, wound prevention, and disease management; Providing information to patients in the field of wound treatment, wound prevention, and disease management; Community outreach services, namely, providing information, news and commentary in the field of wound treatment, wound prevention, and disease management; Providing information, news and commentary in the fields of wound treatment, wound prevention, disease management; Providing temporary use of non-downloadable audio and video files in the field of medicine, multidisciplinary wound healing, wound treatment, wound prevention, or disease management.
 The power to heal	5,054,828	Class 9: Computer software for use in managing clinical aspects of and operations of wound treatment, wound prevention, and disease management services; An integrated suite of technology solutions, namely, software in the field of wound treatment, wound prevention and disease management for the purposes of referral management, improving clinical productivity, educating and training physicians, nurses, medical technicians, and medical staff, and collecting, analyzing, and generating clinical, financial, and statistical data; Digital materials, namely, downloadable brochures, documents, newsletters, periodicals, business forms, printed forms, blank forms, flow sheets and clinical pathways for use in patient treatment, curricula, training materials, informational sheets, audio files, and video files in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, and operations of wound treatment, wound prevention, and disease management programs and facilities; Downloadable webinars, and webcasts in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, or operations of wound treatment, wound prevention, and disease management programs and facilities.
 The power to heal	5,054,829	Class 16: Printed matter, namely, newspapers, photographs, magazines, books, printed periodicals, newsletters, brochures, business forms, printed forms, blank forms, flow sheets and clinical pathways for use in patient treatment, curricula, training materials, and informational sheets all in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, or operations of wound treatment, wound prevention, and disease management programs and facilities.

Healogics Mark	Healogics Registration Number	Class: Goods/Services
	5,054,830	<p>Class 35: Business management and consultation in the field of wound treatment, wound prevention and disease management programs; Management and consulting services in the field of healthcare, namely, providing startup and ongoing operations management of wound treatment, wound prevention and disease management programs for hospitals, clinics, and other medical facilities and practices; Business management and consulting services for the health care industry, namely, providing business solutions in the nature of referral management, suggestions for increasing clinical productivity, and collecting, analyzing, and generating clinical, financial, and statistical data; Business services, namely, formulation of best practices for starting up and operating wound treatment, wound prevention and disease management programs and facilities; Recruiting and hiring physicians who specialize in wound treatment, wound prevention and disease management; Business management and consulting services, namely, providing human resources management for physicians who specialize in wound treatment, wound prevention and disease management; Providing contract physicians to health care facilities.</p>
	4,538,441	<p>Class 41: Medical training and teaching; Educational services, namely, providing training of physicians, nurses, medical technicians, and medical staff in the fields of wound treatment, wound prevention, and disease management; Continuing education services, namely, providing live and on-line continuing professional education seminars in the fields of medicine, wound treatment, wound prevention, and disease management; Business training; Providing classes, seminars, workshops, panel discussions and training for patients and others in the fields of wound prevention, wound treatment, disease management, and resources available to individuals suffering from wounds or diseases; Education services, namely, providing non-downloadable webinars, webcasts, and podcasts in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, and operations of wound treatment, wound prevention, and disease management programs and facilities; Online journals, namely, blogs featuring information, news and commentary in the fields of medicine, wound treatment, wound prevention, disease management, the health care industry, medical and scientific research, and operations of wound treatment, wound prevention, and disease management programs and facilities; Providing online non-downloadable digital materials, namely, brochures, documents, newsletters, periodicals, business forms, blank forms, flow sheets and clinical pathways for use in patient treatment, curricula, training materials, informational sheets, in the field of medicine, multidisciplinary wound healing, wound treatment, wound prevention, or disease management; Consulting services for long-term care facilities in the field of training guidelines concerning patient care to improve quality of life and quality of care in long-term care settings.</p>

Healogics Mark	Healogics Registration Number	Class: Goods/Services
	4,538,442	Class 42: Medical research; Medical and scientific research in the fields of wound treatment, wound prevention, and disease management; Basic and clinical research in the fields of wound treatment, wound prevention, and disease management; Providing temporary use of non-downloadable computer software for use in managing clinical aspects of and operations of medical, wound treatment, wound prevention or disease management services; Providing temporary use of a non-downloadable integrated suite of technology solutions, namely, software in the field of medicine, wound treatment, wound prevention, and disease management for the purposes of referral management, improving clinical productivity, educating and training physicians, nurses, medical technicians, and medical staff, and collecting, analyzing, and generating clinical, financial, and statistical data.
	5,054,831	Class 44: Medical services, namely, an inpatient and outpatient medical treatment program for patients with wounds, including providing wound assessment, providing wound treatment, providing application of topical therapy, and providing instruction to patients regarding wound care, food, hygiene, nutrition and exercises to promote healing and prevent additional wounds; Medical services; Hyperbaric medical care services; Providing skilled nursing care; Providing clinical services in long-term care facilities, skilled nursing facilities, and nursing homes; Providing physical rehabilitation; Consulting services for long-term care facilities in the field of training guidelines, protocols, and standard of practice concerning patient care to improve quality of life and quality of care in long-term care settings; Providing medical information, consultancy and advisory services; Consulting services in the field of medical care and preventive medicine; Providing a website featuring information for patients in the field of wound treatment, wound prevention, and disease management; Providing information to patients in the field of wound treatment, wound prevention, and disease management; Community outreach services, namely, providing information, news and commentary in the field of wound treatment, wound prevention, and disease management; Providing information, news and commentary in the fields of wound treatment, wound prevention, disease management; Providing temporary use of non-downloadable audio and video files in the field of medicine, multidisciplinary wound healing, wound treatment, wound prevention, or disease management.

B. Defendant's Attempt to Register HealthLogix Marks and the Settlement Agreement.

4.8 In 2012, Defendant filed intent-to-use trademark applications with the U.S. Patent and Trademark Office (“USPTO”) for its HEALTHLOGIX mark and HEALTHLOGIX CERTIFY HIE PLATFORM mark.

4.9 Healogics initiated opposition proceedings before the USPTO's Trademark Trial & Appeal Board ("TTAB") against both of Defendant's applications. Healogics' oppositions were subsequently consolidated.

4.10 On September 28, 2015, Defendant entered into a Confidential Settlement and Coexistence Agreement ("Settlement Agreement") with Healogics whereby the parties agreed to limitations on Defendant's use of the HEALTHLOGIX mark and HEALTHLOGIX CERTIFY HIE PLATFORM mark in exchange for Healogics ending its opposition proceeding.

4.11 The understanding between Healogics and Defendant was that neither mark was to be used in a way that would be confusingly similar to Healogics' then current or future marks. This included limiting the actual depiction of Defendant's marks and future marks as well as limiting the goods and/or services associated with the marks or future marks.

4.12 Each party agreed to use reasonable efforts to cooperate with the other party to avoid any likelihood of confusion caused by either party's trademark usage, or likelihood of confusion arising from future conditions or developments.

4.13 The Settlement Agreement also granted Healogics the right to consider on a case-by-case basis, and, if appropriate, consent to Defendant's future applications of HEALTHLOGIX-related trademarks.

C. Defendant's Use of and Application for Registrations of Confusingly Similar Trademarks in Violation of the Settlement Agreement and the Lanham Act.

4.14 In addition to the Settlement Agreement's overarching prohibition on confusingly similar uses of marks, one particular provision expressly prohibited Defendant from using designs or stylized word marks that look confusingly similar to the Healogics logo displayed below:

Healogics

The power to heal

4.15 The understanding was that Defendant was prohibited from combining any words with HEALTHLOGIX in a confusingly similar manner to the above. In contravention of the Settlement Agreement, Defendant arranged the words “market,” “care,” and “populations” to the lower-right of the HEALTHLOGIX mark to create the confusingly similar designs below:



4.16 In further breach of the Settlement Agreement, Defendant filed trademark applications with the USPTO using the above designs.

4.17 In addition to creating confusingly similar designs, Defendant also expanded the scope of goods and services associated with its HEALTHLOGIX and related marks beyond the understanding of the Settlement Agreement.

4.18 The expansive scope of goods and services now associated with HEALTHLOGIX-related marks overlaps with the goods and services associated with the Healogics Marks.

4.19 An example of the crossover between Defendant’s and Healogics’ services is apparent from Defendant’s website (<https://www.transcendinsights.com/>), which states in its “Fast Facts” section that Defendant “helped our partners identify over 58.4 million opportunities for care improvement including more than 380,000 opportunities to impact drug safety and more than 5 million opportunities to increase medication adherence, appropriate tests or screenings.”

4.20 Based on the expanded scope of goods and services listed on Defendant’s website, as well as on its trademark applications below, Defendant is now focusing the use of its marks in the same area of services as Healogics; namely, Defendant is using or intends to use

data collected through its medical services partners to provide different patient outcomes and provide insight and advice to medical partners regarding patient issues. Defendant is also using or intends to use data for the management of patient medical information and also to evaluate the clinical and financial standing of a healthcare organization and facility performance across a care community. These services are core services offered under the Healogics Marks.

4.21 On information and belief, Defendant has been using all of these marks in commerce as part of its “unified solution suite,” which is built on Defendant’s HEALTHLOGIX platform and was released to the public on or about February 23, 2016.

4.22 In January 2016, Defendant filed several applications with the USPTO to register its confusingly similar marks described above with expanded descriptions of goods and services in contravention of the terms of the Settlement Agreement (these marks, and the HEALTHLOGIX mark, are collectively the “Infringing Marks”). The Infringing Marks are as follows:

Infringing Marks	Registration or Application No.	Goods/Services
HEALTHLOGIX	5,013,123	Downloadable computer software for use in transmission and analysis of information regarding medical patients, in Class 9; and, software as a service (SAAS) services featuring software for use in transmission and analysis of information regarding medical patients, in Class 42.
HEALTHLOGIX MARKET	86/886,924	Platform as a service (PAAS) featuring software platforms for use in database management of patient medical information, in Class 42.

Infringing Marks	Registration or Application No.	Goods/Services
HEALTHLOGIX POPULATIONS	86/876,804	Platform as a service (PAAS) featuring computer software platforms for evaluating the clinical and financial standing of a healthcare organization and facility performance across a care community, in Class 42.
MYHEALTHLOGIX	86/878,220	Downloadable mobile application for managing and accessing personal health data and connecting with physician and other care team members, in Class 9.
	86/886,950	Platform as a service (PAAS) featuring software platforms for use in database management of patient medical information, in Class 42.
	86/876,837	Platform as a service (PAAS) featuring computer software platforms for evaluating the clinical and financial standing of a healthcare organization and facility performance across a care community, in Class 42.
	86/878,570	Downloadable mobile application and web portal for use in transmission and analysis of information regarding medical patients, in Class 9.
	86/878,325	Downloadable mobile application for managing and accessing personal health data and connecting with physician and other care team members, in Class 9.

4.23 Additionally, several of the Infringing Marks were initially filed in the name of Humana, Inc. and shortly thereafter, additional applications were filed in the name of Defendant along with assignments of intent-to-use applications from Humana, Inc. to Defendant.

4.24 On information and belief, Humana, Inc. did not have the requisite bona fide intent to use the marks when it filed its applications with the USPTO.

4.25 On May 19, 2017, Healogics sent Defendant a letter outlining Defendant's breaches of the Settlement Agreement and describing how Defendant's current and intended uses of the Infringing Marks are likely to cause confusion.

4.26 Healogics invited Defendant to discuss the contents of the letter and also asked for a written response. Defendant did not provide a response to Healogics' letter.

V. CAUSES OF ACTION

First Cause of Action

Federal Trademark Infringement
(Lanham Act § 32, 15 U.S.C. § 1114)

5.1 Plaintiff Healogics re-alleges and incorporates by reference all of the allegations set forth in Paragraphs 1.1 to 4.26 as if fully set forth here.

5.2 Healogics owns valid trademark rights in the Healogics Marks, as registered with the USPTO under the Healogics Registrations.

5.3 Defendant used its Infringing Marks in commerce in connection with its medical services, software, applications, research, training, operations, and management, and these marks are confusingly similar to the Healogics Marks.

5.4 Defendant's commercial uses of the Infringing Marks are likely to cause confusion, or to cause mistake, or to deceive consumers, in violation of the Lanham Act, 15 U.S.C. § 1114.

5.5 The intentional nature of Defendant's acts complained of herein makes this an exceptional case under § 35(a) of the Lanham Act, 15 U.S.C. §1117(a).

5.6 By reason of the foregoing, Plaintiff Healogics has been and will continue to be irreparably harmed and damaged. Healogics' remedies at law are inadequate to compensate for this harm.

Second Cause of Action
False Designation of Origin
(Lanham Act § 43, 15 U.S.C. § 1125(a))

5.7 Healogics re-alleges and incorporates the allegations set forth in paragraphs 1.1 to 5.6 as though set forth herein.

5.8 Defendant's uses of the Infringing Marks in commerce, including but not limited to uses on its website, in mobile applications, and at various conferences such as HIMSS17, falsely indicate that Healogics or its agents are connected with, sponsored, endorsed, authorized, approved by, or affiliated with Defendant, or that Defendant is connected with, sponsored, endorsed, authorized, approved by, or affiliated with Healogics.

5.9 Defendant's unauthorized use of the Infringing Marks in connection with Defendant's medical and patient services and management is likely to cause, and/or has caused confusion, mistake or deception as to the source or affiliation of Defendants' goods or services.

5.10 Defendant's unauthorized use of the Infringing Marks in connection with its goods and services permits Defendant to receive the benefit of Healogics' goodwill, which Healogics has established at great labor and expense, and further allows Defendant to gain acceptance of its goods and services, based not on its own qualities but on the reputation, investment, hard work and goodwill of Healogics.

5.11 Defendant has not been granted authorization, license, or permission to use the Infringing Marks, and Defendant was contractually prohibited from doing so.

5.12 The intentional nature of Defendant's acts complained of herein makes this an exceptional case under § 35(a) of the Lanham Act, 15 U.S.C. §1117(a).

5.13 By reason of the foregoing, Plaintiff Healogics has been and will continue to be irreparably harmed and damaged. Healogics' remedies at law are inadequate to compensate for this harm and damage.

Third Cause of Action

Breach of Contract
(Delaware State Law)

5.14 Healogics re-alleges and incorporates by reference all of the allegations set forth in Paragraphs 1.1 to 5.13 above as if fully set forth here.

5.15 Healogics and Defendant entered into a valid and enforceable Settlement Agreement on September 28, 2015, regarding the permissible uses of the HEALTHLOGIX mark.

5.16 The Settlement Agreement prohibited Defendant from using or registering marks that would be confusingly similar to the Healogics Marks.

5.17 Defendant created particular designs using its HEALTHLOGIX mark that are confusingly similar to the HEALOGICS mark.

5.18 Defendant has expanded its uses of the HEALTHLOGIX mark and related marks in commerce and outside the agreed upon scope of use.

5.19 Defendant never sought Healogics' consent to the applications for the Infringing Marks, and Healogics would not have consented to such a request had it been received.

5.20 Defendant's expanded uses and applications of related marks are in contrast with the terms of the Settlement Agreement.

5.21 Healogics has suffered damages and irreparable harm from Defendant's breach of its covenants described herein.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court enter judgment in its favor on each and every claim for relief set forth above and award it relief including, but not limited to, the following:

A. A permanent injunction enjoining and restraining Defendant, and all persons, entities, or agents acting in concert with it, during the pendency of this action and thereafter perpetually, from using and/or displaying any of the Infringing Marks, or related marks in a manner that is confusingly similar to any of Healogics' marks and/or trade names, including but not limited to the Healogics Marks;

B. A permanent injunction enjoining and restraining Defendant, and all persons, entities, or agents acting in concert with it, during the pendency of this action and thereafter perpetually, from creating a false designation of origin between Healogics and Defendant, and unfairly competing with Healogics;

C. Awarding Healogics a money judgment, including but not limited to compensatory, statutory, and punitive damages, as permitted by law, against Defendant in an amount to be proven at trial;

D. Direct the USPTO to reject Defendant's current applications for the Infringing Marks;

E. Awarding Healogics its costs, disbursements, and reasonable attorneys' fees in this action, as permitted by law;

F. Awarding Healogics trebled damages, costs, and attorneys' fees in this action under 15 U.S.C. §1117; and

G. Such other and further relief as the Court deems just and equitable.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all claims and defenses so triable.

Date: July 20, 2017

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